

STATE HIGHWAY ADMINISTRATION  
INVITATION FOR BIDS (IFB)  
CONTRACT LESS THAN \$10,000



**SMALL BUSINESS RESERVE**

STATE HIGHWAY ADMINISTRATION  
GOLDEN RING MAINTENANCE FACILITY  
8375 PULASKI HIGHWAY  
ROSEDALE, MARYLAND 21237

STATE HIGHWAY ADMINISTRATION  
I n v i t a t i o n   f o r   B i d s   ( I F B )  
C o n t r a c t s   L e s s   T h a n   \$ 2 5 , 0 0 0

PROJECT: SCRAP TIRE & RUBBER RECYCLING &  
PICKUP SERVICES

CONTRACT NO. SGR0909SBR

ADVERTISEMENT DATE: 03/13/2009

BID DUE DATE / TIME: 04/01/2009 / 9:00 AM

BID LOCATION: Maryland State Highway Administration  
Golden Ring Maintenance Facility  
8375 Pulaski Highway  
Rosedale, Maryland 21237

I. SUMMARY STATEMENT

The State Highway Administration is soliciting bids for a Contractor to provide scrap tire and rubber recycling and pickup services for the Golden Ring Maintenance Facility and other SHA property located in Baltimore County on an “as needed basis” for a period of two (2) years.

II. SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only vendors that meet the statutory requirements set forth in State Finance and Procurement Article Subsections 14-501 – 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

Refer to Attachment No. II for further information regarding this program.

IIIA. ISSUING OFFICE and PROCUREMENT OFFICER

Maryland Department of Transportation  
State Highway Administration  
Golden Ring Maintenance Facility  
8375 Pulaski Highway  
Rosedale, Maryland 21237

The sole point of contact for purposes of this IFB is the Procurement Officer, Mr. Eric Linclon, or his designee, Mr. Richard Shown. The Procurement Officer, or his designee, may be contacted at telephone number 410-574-4511 between 8:00 A.M. and 4:00 P.M. or by FAX 410-574-0183. NOTE: The vendor is solely responsible for ensuring any information sent to the Procurement Officer by FAX has been received by the Procurement Officer.

IIIB. PRE-BID CONFERENCE

There will not be a pre-bid conference

IV. BID DUE DATE

The Bids must be received by the Procurement Officer, Mr. Eric Lincoln, or their designee, Mr. Richard Shown at the State Highway Administration offices located at 8735 Pulaski Highway, Rosedale, MD 21237 on or before April 1, 2009 by 9:00 AM local time

Bids shall be opened publicly at the time, date and location designated above.

Vendors are responsible for assuring that their bids are delivered to the specified location before the deadline for receipt of bids, including those delivered by U.S. Postal Service.

Oral, fax, telegraphic, mailgram or E-mail bids will not be accepted.

Bids, requests for withdraws, and modifications not received by the time and at the place indicated are late and may only be considered in accordance with COMAR 21.05.02.10.

V. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Procurement Officer may, however, request vendors to extend the time during which the State may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the contract period.

VI. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with COMAR 21.05.07 – Small Procurement Regulations (\$25,000 or Less).

VII. TERMS and CONDITIONS

A. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for

which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

B. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.

C. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

D. Changes. This contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

E. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

F. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

H. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

### VIII. SCOPE OF CONTRACTOR SERVICES

The Contract shall include all labor, equipment, materials, supervision, service and transportation necessary to collect and recycle all scrap tires and rubber from various State Highway Administration locations. Scrap tire means any tire or part of tire that no longer is suitable for its original intended purpose by virtue of wear, damage or defect. Scrap rubber means mud flaps and other large pieces of rubber. The successful bidder is to recycle the tires and rubber where possible and/or feasible in order for State Highway Administration to realize a recycling credit.

The work locations shall include, but are not limited to:

Golden Ring Maintenance Facility- 8375 Pulaski Highway, Rosedale MD 21237  
SHA Sub Yard -8600 Philadelphia Road, Baltimore MD. 21237

On occasion and with advance notice the vendor shall supply a truck and or roll off container to an on sight location to retrieve large amounts of discarded tires. SHA shall provide MOT as needed. The vendor shall provide labor and safety equipment as needed.

The successful bidder shall have been in the tire and scrape recycling business for a minimum of two (2) years, and shall maintain a current State of Maryland MDE Scrape Tire Hauler License. Copy of such license shall be supplied to State Highway Administration upon request. The successful bidder shall submit three (3) references with the bid, the name, address, telephone number and point-of-contact of at least three firms, for which the bidder provided scrap tire recycling and disposal services within the preceding 2 years. Proof of Vendor's qualifications may be requested at SHA's sole discretion.

The Contract includes the removal and disposal of all scrap tires, with or without rims and rubber. All tires are to be removed regardless of the condition. The successful bidder shall remove all tires and rubber from the various locations listed above at no additional charge to State Highway Administration.

The successful bidder shall provide collection containers acceptable to State Highway Administration and the containers shall be placed at a location directed by the State Highway Administration representative. A State Highway Administration representative shall call when a pick-up is needed. The successful bidder shall make a pick-up within forty-eight (48) hours of notification. The successful bidder shall supply a contact person, telephone and pager number to arrange and co-ordinate each pick-up. If this time period falls on a weekend or State holiday, the pick-up shall be made on the next business day. Please note, the State Highway Administration will only pay a monthly container rental for containers where no pick-up orders were called in for tires/rubber in any month.

The successful bidder shall provide a trip ticket for each pickup. The successful bidder shall provide the name, address and telephone number and the scrap tire recycler license number of the recycling facility to be utilized and details concerning how these tires are

recycled. The Contractor shall provide documentation of the total weight and manner of recycling within 30 days of each pick-up. All tire and rubber disposal shall comply with the State of Maryland MDE regulations and requirements.

The successful bidder shall supply a semi annual summary report recapping all pickups. The report time frames shall be January through June and July through December of each calendar year. The report shall include dates, tonnage disposed, name of recycling facility and the scrap tire recycler license number. The report shall be sent to the State Highway Administration within 15 days after the closing period.

The successful bidder shall restore any disturbed areas to their original condition of order and cleanliness. Any damage to the State Highway Administration facilities while performing the work under the Contract shall be the responsibility of the successful bidder.

Quantities are estimated and used for bid evaluation only. They may not represent the actual quantities experienced once the contract is awarded.

## **INVOICES**

The Contractor shall submit invoices for services performed within 30 days of completion of work. Invoices must contain the complete company name; remit to address, telephone number, contact person, F.E.I.N. (Federal Employment Identification Number), SHA contract number for this contract, a unique invoice number and invoice date. Invoice shall clearly describe details of services and include copies of the signed delivery tickets that apply. Failure to do so may result in delay of payment. Invoices held for verification, missing information, or returned for corrective re-submittal shall not be subject to late fees.

The State Highway Administration is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax.

Invoices shall be sent to the following address:

State Highway Administration,  
Golden Ring Maintenance Facility  
8375 Pulaski Highway  
Rosedale, MD 21237  
Attention: Procurement Officer Designee, Richard A. Shown

## **IX. LIABILITY:**

The Contractor must be covered by a sufficient amount of liability insurance. The Contractor shall provide this Administration with proof of liability insurance and coverage before the contract is awarded.

## X. BID CONTENT

The bidder shall submit an original Contract Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is not to be altered in any way and is to contain only the price or prices stipulated on the form. Furthermore, Attachment No III Small Business Reserve Contract Affidavit must be included with the bid submission.

Bid submissions must be:

- Submitted in a sealed envelopes.
- Addressed to Richard A. Shown, Maryland State Highway Administration, Golden Ring Maintenance Facility, 8375 Pulaski Highway, Rosedale, MD 21237
- Clearly marked with the full name and address of the bidder.
- Clearly marked with the contents of the envelope (i.e., "Bid Submission - Contract No. SGR0909SBR
- Include completed Small Business Reserve Contract Affidavit (Attachment No. III)

## XI. OPENING of BIDS

Bids will be opened publicly in accordance with the provisions in COMAR 21.05.02.11 on the date and time specified in Section IV of this IFB.

## XII. DURATION / TERM OF THE CONTRACT/PROJECT

The duration / term of the contract is (24) months or total payments of \$10,000, whichever comes first.

## XIII. ATTACHMENTS

Contract Bid Form -- Attachment No. I (required with bid submittal)

Small Business Reserve Procurement – Attachment No. II

Small Business Contract Affidavit – Attachment No. III (required with bid submittal)

**ATTACHMENT - I**  
**CONTRACT BID FORM Page 1 of 2**  
**INVITATION FOR BID #SGR0909SBR**

**This form is to be completed in its entirety and unaltered.**

<b>Column A</b>	<b>Column B</b>	<b>Column C</b>	<b>Column D</b>
<b>Item</b>	<b>Quantity (See Note a)</b>	<b>Vendor's Bid per Unit</b>	<b>Total Cost (\$) (Column B x C)</b>
Twelve Yard Open Top Container Monthly Rental Rate	12 MONTHS		
Haul Rate (Pickup & Return)	12 EA		
Disposal Rate (per tons)	PER TON		
<b>TOTAL BID AMOUNT (Sum of Column D)</b> (See Note c)			

**NOTE:**

- a) Quantities are estimated and used for bid evaluation only. They may not represent the actual quantities experienced once the contract is awarded.
- b) With the exception of parts and equipment, zero dollars (\$0.00) is not to be entered in Column C. The State reserves the right to require the vendor to have a helper or a second individual on any assigned task. If the firm does not employ a helper, the amount for the primary worker is to be entered.
- c) If the "Total Bid Amount" results in a total that exceeds \$10,000, the contract written with the low bidder will be written as "not to exceed \$10,000" using the unit prices established in Column C.

**RETURN QUOTATION NO LATER THAN 9:00 AM ON April 01, 2009.**

**REFERENCES:** Give names and locations of three (3) places at which your organization has provided services in the preceding 24 months with the date worked first commenced.  
Provide contact names and phone numbers:

<b>ORGANIZATION NAME &amp; ADDRESS</b>	<b>START DATE</b>	<b>CONTACT</b>	<b>PHONE #</b>
1.			
2.			
3.			

**ATTACHMENT - I**  
**CONTRACT BID FORM Page 2 of 2**  
**INVITATION FOR BID #SGR0909SBR**

**For the Contractor:**

\_\_\_\_\_  
Company Name & Address

\_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Representing the above Company**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Print Name & Title

SOCIAL SECURITY NO. OR  
FEDERAL TAX ID NO. \_\_\_\_\_ DATE: \_\_\_\_\_

## Attachment II

### NOTICE TO BIDDERS

#### SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, ' ' 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

- \$ The business is independently owned and operated;
- \$ The business is not a subsidiary of another business;
- \$ The business is not dominant in its field of operation;
- \$ The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;\*
- \$ The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;\*
- \$ The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;\*
- \$ The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;\* and
- \$ The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.\*
- \$ The architectural and engineering operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years\*.

\* If a business has not existed for three years, the gross sales average shall be the average for each year or part of a year during which the business has been in existence

Attachment III

# Maryland Department of Transportation

## SMALL BUSINESS CONTRACT AFFIDAVIT

\*\*\*\*\* PROVIDING FALSE INFORMATION \*\*\*\*\*

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

\*\*\*\*\* FAILURE TO MEET MINIMUM QUALIFICATIONS \*\*\*\*\*

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, \_\_\_\_\_ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract \_\_\_\_\_ (name of firm) no longer meets the qualifications of certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

SMALL BUSINESS QUALIFICATION NUMBER \_\_\_\_\_

Date of Most Recent Qualification \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature (Authorized Representative and Affidavit)